

LEGAL NOTICE

The Town of Needham invites qualifications from Landscape Architects/Engineers/Designers to prepare a Design for a playing field, walking trails, pedestrian bridges near the new Hillside Elementary School at Central Ave, including all phases of design, permitting and construction with cost estimates at 585 Central Ave, Needham, MA. The preliminary construction budget is to be determined (TBD).

The designer qualifications shall include a team of consultants led by the Landscape Architect, plus the following disciplines: Civil Engineering, Land Surveying, Wetlands Consultant, and Cost Estimating.

Copies of the Request for Qualifications will be available beginning November 16, 2016 at the Office of the PPBC, 500 Dedham Avenue, Needham, Massachusetts 02492 or by emailing a request to Kathryn Copley at kcopley@NeedhamMa.gov or from the Town's web site www.needhamma.gov and will be available until submission deadline.

Qualifications (1 original, 12 copies and 1 electronic copy on a CD) must be returned to the Town of Needham, Permanent Public Building Committee, c/o Kathryn Copley, 500 Dedham Avenue, Needham, Massachusetts 02492 **by 2:00PM December 7, 2016**. Qualifications must be placed in a sealed envelope marked:

Town of Needham –Hillside School Outside Play Areas
Contract ID# 17PFC 124D
Qualifications for - “Insert the Name of Applicant”

Fax transmissions will not be accepted.

Briefing Session will be held on November 28, 2016 at 9:00AM at the Public Services Administration Building, 500 Dedham Ave, Needham, MA 02492

Selected interviews of a short list of candidates, if required, will be conducted by the Town of Needham Permanent Public Building Committee (PPBC) and are tentatively scheduled to take place on January 9, 2017.

The Designer's fee for this project will be negotiated. The First Phase of work including Design Development, Construction Documents and Bidding shall not exceed \$35,000 for fees and expenses.

The Town of Needham reserves the right to reject any or all qualifications and to accept any proposal that it considers to be in the best interests of the Town.

ACKNOWLEDGEMENT OF RECEIPT

Release Date	Wednesday, November 16, 2016
Qualifications Title	Hillside School Field and Trail Design
ID Number	17PFC 124D
Qualifications Due	2:00 PM Wednesday, December 7 , 2016 at the PPBC Office, Public Services Administration Building, 500 Dedham Ave, Needham, MA 02492
<p>Please provide the requested information below as acknowledgment that you have received our Request for Qualifications (“RFQ”) noted above. It is required that interested bidders complete this acknowledgment and return via Fax to the Town of Needham, Attn: Kathryn Copley – c/o Permanent Public Building Committee at (781) 453-2510 or by e-mail to kcopley@NeedhamMa.gov or by U.S. mail. Only by doing this, will the Town be able to provide notification of any addenda or answered questions relating to this RFQ. Only those companies or individuals shown on the Distribution Register will receive addenda to this RFQ. By completing and returning this acknowledgment will ensure you are recorded on the Distribution Register. Qualifications from companies or individuals not acknowledging the addenda may be rejected as not responsive.</p>	
Name of Company or Individual (Print)	
Name / Title of Contact (Print)	
Address (line 1) (Print)	
Address (line 2) (Print)	
Telephone Number	
Fax Number	
E-mail Address (Print)	
Signature	
Date	
<p>Notes:</p> <p>* Any hand delivery or facsimile received after the due date and time will not be addressed. Please allow enough time for hand delivery or facsimile transmissions.</p> <p>** Designer acknowledges that documents related to this RFQ will be found at two different locations (1) Town of Needham bid page for RFQ documents & Addenda (if any); (2) Town of Needham School Department web site.</p>	

RFQ – Designer – Hillside School Outside Play Areas
Town of Needham - Permanent Public Building Committee
Contract ID# 17PFC 124D
November 16, 2016

Town of Needham Procurement Schedule		
RFQ ID # 17PFC 124D		
Primary Contact for this Procurement (Note new Address, Phone & Fax numbers)		Kathryn Copley Telephone 781-455-7550 x 314 Email: kcopley@NeedhamMa.gov
Event	Date	Details
Project Name		Hillside School Outside Play Areas
Contract ID Number		17PFC 124D
Request for Qualifications (RFQ) Available	Starting Wednesday, November 16, 2016	Office of the PPBC, Public Services Administration Building, 500 Dedham Avenue, Needham, Massachusetts 02492 or by e-mail request to Kathryn Copley, at kcopley@NeedhamMa.gov or on-line at the Town's web site http://www.needhamma.gov/bids.asp
Pre-Proposal Meeting (Optional)	Monday November 28, 2016 Starting at 9:00AM	Public Services Administration Building, 500 Dedham Ave, Needham, MA 02492 Charles River Room
Deadline for Written Questions	2:00PM, Tuesday November 29, 2016	By Fax: Attention: Kathryn Copley Fax # 781-453-2510 By Email: kcopley@NeedhamMa.gov Questions are to be clearly labeled as: <i>High School Classroom Expansion</i>
Addendums		If any changes are made to this RFQ, an addendum will be issued. Addenda will be e-mailed to every individual on record as receiving the RFQ package AND A COPY WILL BE POSTED ON THE Town's web site. As the RFQ package is being made available through the Town's web site (www.needhamma.gov) it is necessary for the perspective Bidder to return the " ACKNOWLEDGEMENT OF RECEIPT "

RFQ – Designer – Hillside School Outside Play Areas
Town of Needham - Permanent Public Building Committee
Contract ID# 17PFC 124D
November 16, 2016

Town of Needham Procurement Schedule		
RFQ ID# 17PFC 124D		
Primary Contact for this Procurement (Note new Address, Phone & Fax numbers)		Kathryn Copley Telephone 781-455-7550 x 314 Email: kcopley@NeedhamMa.gov
Event	Date	Details
When and Where Qualifications are Due*	Deadline: Wednesday, December 7, 2016 at 2:00PM	Town of Needham Permanent Public Building Committee Public Services Administrative Building 500 Dedham Avenue Needham, MA 02492 Refer to How and Where to Submit Bids.
Bid Surety Requirement (Bid Deposit)		Bid Surety is NOT required.
Proposal Opening		Qualifications will not be publicly opened. A register of proposers received will be made available upon request after, December 8, 2016.
Notify all bidders of finalists selected for interviews	December 14, 2016	Time and location of evening interviews will be scheduled at time of notification, if interviews are required
Finalist interviews (if required)	January 9, 2016	Interviews will be scheduled with the PPBC in Needham, MA
Contract Awarded **	The contract will be awarded within five (5) working days of the interview	Approval of the PPBC, Town Manager, and Town Counsel is REQUIRED for execution of Contract and may extend beyond Notice of Award.
<p>* Facsimile transmissions for written inquiries must be sent prior to the above date and time deadlines. Any hand delivery or facsimile received after the due date and time will not be addressed. Please allow enough time for hand delivery or facsimile transmissions.</p> <p>** The time for award may be extended by the Town. The Town reserves the right to change, delay, cancel, or expedite the contract award date. The Town reserves the right to reject any and all bids as determined to be in the best interests of the Town and to waive minor informalities.</p>		

End of Procurement Schedule

REQUEST FOR DESIGNER QUALIFICATIONS (RFQ)
Hillside School Outside Play Areas
Design Services
Permanent Public Building Committee
Town of Needham, MA
November 16, 2016

I. Introduction, Background, Objectives and Funding:

A. Introduction

The Town of Needham, through the Town Manager and its Permanent Public Building Committee (PPBC), (“Owner”) is seeking the services of a qualified “Designer” within the meaning of M.G.L. Chapter 7C, Section 44, to provide Landscape Architecture designer services for the preparation of survey and design documents, permitting, bidding and construction administration for a new playing field and walking trails at the new Hillside Elementary School, proposed to be constructed at 585 Central Ave, Needham, MA. The school building project is being designed and constructed in partnership between the Town of Needham and the Massachusetts School Building Authority (MSBA). However, because the new playing field and walking trails are being constructed in part on land which the Town of Needham has under License from the Town of Wellesley this playing field and walking trail project is independently funded by the Town of Needham.

The MSBA approved the Hillside Elementary School Schematic Design in July 2016. Needham Special Town Meeting in October 2016 approved funding for the “Hillside School Outside Play Areas” independent from the “Hillside School Construction.” The Designer for the playing field and nature trails must coordinate with the design team for the Hillside Elementary School project, Dore & Whittier Architects, Inc. (D&W) during all stages of design and construction. Schematic Design information for the Hillside Elementary School at Central Ave project can be found on the Needham School Department web site, under the link for Hillside Planning:

http://rwd1.needham.k12.ma.us/Hillside_and_Mitchell_Planning/

The design team for the playing field and trail project shall be led by a Landscape Architect and include the team member qualifications noted in Section III.B- Design Team Composition, of this RFQ.

The first phase of the project includes:

- Review of the Hillside School Schematic Design documents,
- Preparation of base survey, Design Development documents with a cost estimate, and phasing schedule.
- Construction Documents, Permitting, and Bidding,

The second phase includes:

- Construction Administration and Closeout.

The preliminary project schedule is noted in Item “E. Schedule” below. The intent of this schedule is to construct the nature trail, pedestrian bridges and playing field in advance of the completion of the School so that if it is a grass field then it has at least one year of growth in advance of the School opening scheduled for September 2019. A synthetic turf playing field must also be evaluated.

The Owner has appointed a “Working Group” that includes members from the Needham Public Schools (NPS), Conservation Department, Park & Recreation Department, Parks & Forestry Department, and Public Facilities Department– Construction (PFD-C) who will provide preliminary review and technical coordination for the Owner. The Town of Needham will function as the Employee Owner's Project Manager for the Project. Selection of a designer will be made by the Permanent Public Building Committee (PPBC) with project representation by the Town of Needham School Department and/or School Committee.

B. Background

The Town of Needham is located approximately 12 miles west of Boston with a population of about 30,000 residents. The Town of Needham has five elementary schools, two middle schools and one high school. The elementary schools in Needham serve students in kindergarten through 5th grade. The High Rock School (6th grade center) and the Pollard School (7th and 8th grade) serve the middle school population. The Needham High School serves the 9th through 12th grade classes in the Town.

The Town of Needham has been working with the MSBA since 2015 to define the educational program and find the site for the new Hillside School. In 2016 the Town purchased the former Owen's Poultry Farm at 585 Central Ave and several adjacent houses to create a new 10.5 acre site for the School. Also in 2016 the Town of Needham signed a License Agreement with the Town of Wellesley for the construction and use of a multi-purpose playing field and walking trails for the new school on a portion of an adjacent 65 acre parcel that is owned by the Town of Wellesley known as the Wellesley Water Lands. The proposed playing field and walking trails span across the two parcels on the west side of the new school. The playing field is proposed to be constructed on a pre-disturbed farm field area of the site. The walking trails meander around the edge of the field, around a farm pond and continue across a farm drainage swale onto some adjoining highlands that overlook the Rosemary Brook and wetlands toward the Wellesley Water Works, about one-third of a mile away.

The playgrounds, playground equipment, science pond and outdoor paved play space are within the Town-owned school property and therefore remain a part of the larger MSBA school design project.

C. Objectives

The goal of this project is to create outdoor play areas that support and enhance the mission of the new Hillside School. The walking trails are intended to provide additional recreation space for the students and supplement the resources for studying nature and science at the Hillside School. The Wellesley Water Lands provide a large open buffer to the west side of the new school. The nature trail will encircle the farm pond and extend across a pedestrian bridge to a knoll at the edge of the farm field, with two observation points. An outdoor classroom is intended to be located atop the knoll, with views to the wetlands on three sides. All trails must be ADA and MAAB compliant. The goal is to integrate the educational program of the school with its natural surroundings to foster knowledge and respect for the environment. The developed area would be a part of the STEAM and science program.

The Town wants to embark on the design, permitting and construction of the trails and playing field at this time in advance of the school project construction. This would reduce any conflict with the primary construction project and allow the playing field to have a full year of growth to establish the grass in advance of the school opening in September 2019.

The Town of Needham's Conservation Department has applied to the Student Conservation Association (CSA) for the construction of a portion of the nature trails and the bridges. The CSA is a 60-year old non-profit organization with a Mission to: "build the next generation of conservation leaders and inspire lifelong stewardship of the environment and communities by engaging young people in hands-on service to the land." The Town has worked successfully with the CSA on several prior trail and bridge projects. This approach could have an added benefit in potential construction cost savings.

D. Funding

The work is broken into two funding phases. The first phase was funded at the October 5, 2016 Special Town meeting. Additional funding is anticipated at the Annual Town Meeting in May 2017. The sequence of the work may be impacted by this funding and construction phasing.

II. Scope, Schedule and Fees for Design Services:

A. Meetings and Communication

Based upon the agreed Work Plan, the designer shall attend work/review meetings as necessary with the Working Group, PPBC, OPM and other Town Department representatives for gathering information, permitting and to provide project updates and or recommendations throughout the project. The Designer shall maintain a high level of communication with the PPBC's project representatives, and selected School Department Administrators during the study. During this first phase of work the designer shall be prepared to make presentations to the PPBC and other town Committees and Boards in comprehensive format, at project milestones. A minimum of eight (8) presentations and/or workshops are included as a part of the project basic services during this first phase.

B. Phase I – Design Documentation, Permitting & Bidding

1. Design Development (DD)

The Designer shall review the Schematic Design documents, and coordinate with the Hillside School Design team to understand their design intent and collect base information needed to complete the project. The Land Surveyor shall complete a localized survey with wetland flagging of the land on the area adequate to design and permit the construction of the field and nature trails. The designer shall coordinate with the D&W design team regarding issues related to mitigation, flood storage, new planting and permitting. The playing field, walking trails and pedestrian bridges must meet ADA and MAAB accessibility requirements. The DD design must also include a cost estimate and a phasing schedule which identifies the scope of work that could be completed by the CSA, compared to that constructed by a general contractor experienced in playing field construction. The permitting schedule shall be identified and coordinated with the jurisdictions having authority. The DD phase shall be complete on or before the scheduled March 13, 2017 PPBC meeting.

2. Construction Documents (CD) & Permitting:

Following approval of the DD Phase the design team shall prepare Construction Documents and Permitting documents. The permitting schedule for the playing field and trails may precede the permitting for the Hillside School project so that the trails and field work could begin during the summer of 2017. The CD's may be packaged to respond to the two different construction delivery methods identified for the playing fields, walking trails and pedestrian bridges. Permitting shall include the Notice of Intent to the Needham Conservation Commission (CC) in accordance with the Town of Needham By-Law - Wetlands Protection Regulations, and the Massachusetts General Laws Chapter 131 §40 (the Wetlands Protection Act) and its regulations (310 CMR 10.00). The permitting may also require approval by the Zoning Board of Appeals (ZBA) and or Planning Board Special Permit for any adjustments to the Flood Plain that are part of the project. The local regulations can be found on the town Website.

4. Bidding (BID)

Construction bidding will follow the schedule and packages identified during the CD and Permitting phase. The ideal sequence would enable the construction of the nature trail during the summer of 2017, followed by the construction of pedestrian bridges, playing field and the associated walking trails during the fall of 2017 and spring of 2018, with planting completed for a full year and half of growth prior to the opening of the school in September 2019. Bid documents shall include the requirements for coordination with the Hillside School General Contractor (GC) for access, erosion and sedimentation control, construction staging, project maintenance and closeout.

C. Phase II - Construction Administration

The Design Scope and fee for Phase II will be negotiated based upon the construction schedule and phasing defined during the prior phases of work. The duration of this phase could start in the summer of 2017 and extend through the opening of the school in September 2019. Once the Construction contract is awarded by the Town the designer shall provide Construction Administration Services which shall include but not be limited to the review and approval of shop drawings, responses to requests for information, assistance in the assembly of drawings for building permits, review and approval of the contractor's pay requests, coordination with regular construction meetings, all project closeout documentation and approvals needed for the certificate of occupancy (CO) and review and approval of as-built documents and warranties to confirm compliance with the project specifications.

D. Preliminary Project Schedule

The following schedule is not intended to provide a completion date for each deliverable but to illustrate the date by which each phase must be completed to maintain the overall project schedule. It is expected the selected Designer will include milestone dates for each deliverable in their Work Program that will be finalized with the selected Designer during project Start-Up.

Task	Completion Date
RFQ Available	November 16, 2016
Pre-Proposal Meeting (optional)	9:00AM - November 28, 2016
Designer Submit Qualifications (deadline)	2:00PM – December 7, 2016
Shortlisted Designers Notified	December 14, 2016
Designer Interviews w/ PPBC (if required)	January 9, 2017
Authorization to proceed	(on or before) January 11, 2017
Study milestones - TBC	Per Designer's Work Plan
Phase I – Design Development	(on or before) March 13, 2017
Phase I – CD & Permitting	(on or before) June 1, 2017
Phase I - Bidding	(on or before) June 30, 2017
Phase II – Construction Administration	In Phases TBD by Design

E. Pre-Proposal Meeting (optional)

A Pre-Proposal meeting will be held at the Public Services Administration Building, Charles River Room, 500 Dedham Ave, Needham, MA on November 28, 2016 at 9:00AM. ***Attendance at this briefing session meeting is encouraged but not required for submission of qualifications.***

F. Fee

The Fee for Basic Services and Expenses will be negotiated. Phase I - of the Design shall not exceed a total cost of \$35,000 including fees and expenses. The balance of the fees for Phase II – Construction Administration will be negotiated pending Town Meeting approvals in May 2017.

Prior to negotiating a contract with the top-ranked designer, the Permanent Public Building Committee will advise the firm to be prepared to provide the following information:

- Rationale for the development of fee proposal,
- Hourly rates for the designer's personnel and consultants,
- The markup, if any, that the designer will add to costs, including sub-consultant fees, or reimbursable expenses, resulting from a change in the scope of work
- Anticipated MBE / WBE participation,

III. Response to RFQ – Designer Qualifications

This RFQ will be appended to and become part of the Contract for Designer Services. Any Designer selected as a result of this RFQ will be required to execute the "Agreement between Owner and Designer" that is attached hereto (Attachment A). Designers submitting an application in response to this RFQ must specify any exceptions to the Contract at the time of application. The Owner may consider any such exceptions but shall not be bound by any such exceptions. A failure to specify exceptions will be deemed an acceptance of the Contract's terms and conditions.

The successful Respondent will be required to provide a certificate of professional liability insurance, at the time of contract execution, in accordance with Article 11 of the Agreement – Attachment A. The successful respondent shall identify **reimbursable expenses which shall be included within the not to exceed fee.**

A. Project Work Plan

The estimated total duration of this Contract for Designer Services is estimated to follow the project schedule noted above. **As a requirement of this RFQ, each respondent must include a Project Work Plan.** It is anticipated that a contract for services will be awarded on or before January 11, 2017. The designers Work Plan should reflect the Preliminary project Schedule noted above.

The Designer's Work Plan submitted with his/her proposal will be considered an estimate. After award of a contract the Owner and Designer will review the work plan originally submitted, accept as submitted or modify to meet the submission dates noted above. The Designer's adherence to the accepted Work Plan times will be part of the Owner's performance evaluation of the Designer's work, which will be conducted at the end of the Project.

B. Design Team Composition

In evaluating qualifications, the Owner and Permanent Public Building Committee will consider the members of the proposed design team. Identify those member(s) of the proposed design team who will be responsible for the following categories of work: (Firm's name, individual's name and Massachusetts professional registration or license number, as applicable, must be listed in the application for each category of work.

1. *Landscape Architecture*
2. *Civil Engineer*
3. *Cost Estimating*
4. *Wetlands Consultant**
5. *Registered Land Surveyor*

Applicants must address each category of work listed above in their application whether it is to be performed by in-house staff or by a sub-consultant(s). Consultants with an asterisk * may have a limited work on the project. Failure to address each category may result in the elimination of the applicant from consideration on this project. Applicants should not list any consultants other than those for the categories of work listed above.

C. MBE / WBE Participation

Pursuant to M.G.L. c. 7, §61, the Supplier Diversity Office ("SDO") and the Division of Capital Asset Management ("DCAM") have set revised participation goals for Minority Business Enterprise ("MBE") and Women Business Enterprise ("WBE") participation for affected state funded building projects and state assisted municipal building projects as defined in the above referenced laws and related Executive Orders, including Executive Orders 524 and 526.

Effective January 1, 2012, and until such time as the goals may be revised, the MBE and WBE participation goals for building construction and design awards and expenditures on new projects advertised on or after the effective date will be a combined MBE/WBE goal as follows:

10.4% combined MBE/WBE participation on construction contract awards; and,
17.9% combined MBE/WBE participation on design contract awards.

Overall annual designations by awarding authorities, as well as MBE/WBE participation on individual projects with a combined MBE/WBE participation goal, must include a reasonable representation of both MBE **and** WBE firms that meets or exceeds the combined goal. Proposed MBE/WBE participation plans that include solely MBE or solely WBE participation or do not include a reasonable amount of participation by both MBE and WBE firms to meet the combined goal will not be considered responsive. Where the prime contractor or designer is an SDO certified MBE or WBE, the prime must bring a reasonable amount of participation by a firm or firms that hold the certification which is not held by the prime contractor or designer on the project. Proposed participation on construction projects or design projects which consists solely of either an MBE or WBE representing 100% of the overall combined goal will not be considered reasonable participation.

The Awarding Authority will determine whether there is reasonable participation by both MBE and WBE firms on individual projects under their respective oversight. Firms submitting MBE/WBE participation plans which do not provide reasonable participation by both MBE/WBE firms shall be provided an opportunity to revise and resubmit their plans within the time frame set by the awarding authority; however no price adjustments shall be permitted as a result of the revised plan. Firms failing to submit an MBE/WBE participation plan deemed reasonable and accepted by the awarding authority shall not be awarded the contract.

Participation by MBE and WBE firms must be documented, tracked and reported on separately as MBE participation and WBE participation by prime vendors, subcontractors and awarding authorities.

Participation by MBE and WBE firms will continue to be tracked, reported and monitored separately to ensure that both MBE and WBE firms are participating on these projects. Not every project will have the full MBE/WBE goals set forth above as certain projects due to their size, scope or geographic location may have reduced goals, or in some cases no goals, as determined by the public awarding authority.

D. Proposal Requirements

Persons or firms interested in applying must meet the following requirements:

1. Applications - one (1) original, twelve (12) copies and one (1) electronic copy in PDF or similar format on a CD - must be received on or before 2:00PM, Wednesday, December 7, 2016. The applications must include the following:

- a. Cover letter – 2 page maximum,
- b. Completed DCAM Designer Application Form. Applications are limited to the application plus a maximum of 3 supplementary pages, double sided, not including the required documents listed below. Information in excess of three pages may be the basis of rejection. The Applications shall be on “Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction (updated May 2014 - or most current version) as developed by the Designer Selection Board of the Commonwealth of Massachusetts. The form can be found at the Massachusetts DCAM web site.
- c. Evidence of professional liability insurance,

- d. Preliminary Work Plan identifying design tasks and responsible sub-consultants and incorporating the specified schedule into a project calendar (Maximum of two double sided pages),
- e. Attachment B- Certificate of Non-collusion; Attachment C: Certifications; Attachment D: Certificate of Authority (if applicable); and Attachment E: Certificate of Compliance with Massachusetts Tax Laws,
- f. SDO - MBE or WBE certificates (as applicable to project team members).

Proposal packages should be provided in simple spiral binders or stapled. Double sided printing is encouraged where appropriate to reduce paper.

2. Qualifications shall be addressed to the attention of:

c/o Kathryn Copley
Permanent Public Building Committee
Town of Needham
500 Dedham Ave
Needham, MA 02492
Tel: (781) 455-7550 x 314
Fax: (781) 453-2510
Email: kcopley@NeedhamMa.gov

3. Qualifications must be clearly identified by marking the package or envelope with the following:

Town of Needham –Hillside School Outside Play Areas
Contract ID# 17PFC 124D
Qualifications for - “Insert the Name of Applicant”

4. All questions regarding this RFQ should be addressed exclusively in writing to:

Kathryn Copley
Public Facilities Dept. - Construction
Town of Needham
500 Dedham Ave
Needham, MA 02492
Tel: (781) 455-7550 x314
Fax: (781) 453- 2510
Email: kcopley@NeedhamMa.gov

The deadline for questions is 2:00 PM, Tuesday, November 29, 2016.

VI. Selection

The Owner, through its Permanent Public Building Committee (PPBC), will consider the following criteria in evaluating Qualifications:

- 1. Demonstrated recent experience and expertise with similar Design services with specific emphasis on the design of playing field and walking trails in school buildings, recreational facilities and/or parks performed within the past ten years.

2. Past performance of the firm, if any with regard to public, or private playing fields and walking trails in school and recreation projects across the Commonwealth, with respect to:
 - a. Quality of project design
 - b. Quality, clarity, completeness and accuracy of plans and reports
 - c. Ability to meet established program requirements within allotted budget
 - d. Coordination and management of consultants
 - e. Working relationship with local awarding authority, staff and local officials;
3. Identification and quality of work of the firm, if any, with regard to prior design services provided to the Town of Needham or other municipalities, and state agencies;
4. Current workload and ability to undertake the contract based on the number and scope of projects for which the firm is currently under contract. Capacity of the firm to meet the time commitments required by the project.
5. The financial stability of the firm;
6. The identity and qualifications of the consulting firms who will work on the project. The qualifications of the key personnel and consultants to be assigned to the project;
7. Geographical proximity of the firm to the project site or willingness of the firm to make site visits and attend local meetings as required by the client;
8. References from recent clients for similar projects;
9. Team's ability to meet the SDO goals for MBE & WBE participation;
10. Any other criteria the selection committee considers relevant to the project.

VII. Other

Rule for Award

The Town reserves a period up to thirty (30) calendar days following the opening of the qualifications in which to evaluate and award the contract.

The Town herein declares its express purpose not to award the contract to any Designer unable to furnish evidence, satisfactory to the Town, that it has sufficient ability, experience, and capital to execute and complete the work in accordance with the contract. The Designer must possess and identify the physical resources, equipment and personnel necessary to carry out the work in accordance with the specified requirements. If requested, any Designer MAY be required to demonstrate financial stability satisfactory to the Town.

The PPBC and Town Manager are the awarding authority for the contract (Attachment A, or a contract substantially in this form). Further the contract will not be binding until it has been approved as to form by Town Counsel. Award, payment and performance obligations shall depend on the availability and appropriation of funds.

The Town reserves the right to reject any and all qualifications as determined to be in the best interests of the Town and to waive minor informalities.

The Design team members for the ongoing Hillside School Building project are **not** precluded from applying for this project.

Federal and State Taxes

The Town is exempt from federal and state sales taxes and or use taxes. Taxes are not to be included in the Proposal price to be negotiated with the winning Designer.

Information about changes to the RFQ (Addenda)

In the event that changes/additions are made to this RFQ, an addendum will be issued. Addenda will be emailed to every potential responder on record as receiving the RFQ package. It is necessary for the perspective Designer to submit the “ACKNOWLEDGEMENT OF RECEIPT” so that Addenda can be forwarded to interested firms.

Examination of documents and questions

The Designer shall be satisfied as to the requirements of the contemplated services to enable intelligent preparation of this Proposal. The Designer shall be familiar with all of the RFQ documents before submitting the Proposal in order that no misunderstanding shall exist in regard to the nature and character of the contemplated services to be preformed. No allowance will be made for any claim that the Proposal is based on incomplete information.

Inquiries concerning any part of this RFQ shall be directed to the individual(s) listed under the Procurement Schedule. Designers should note that oral communications are not binding on the Town. All requests/questions must be submitted in writing. Questions must be sent in writing and may be delivered by hand, fax or email as referenced under the Procurement Schedule by the deadline. The Town will respond to written questions that are received by the deadline and will forward responses to all persons who are on record as receiving the Proposal package. Questions received after the due date will not be responded to unless the Town determines it is necessary. Designers, please allow enough time for hand delivery or facsimile transmissions.

Proposal modifications or withdrawals

Qualifications may be corrected, modified, or withdrawn prior to the submission deadline; requests to do so must be received in writing to the Town Manager. After the submission deadline, qualifications may not be changed. Minor mistakes may be waived by the Town.

Premature opening of a Proposal

The Town will not be responsible for the premature opening of any qualifications not properly identified. The Town may reject qualifications which are incomplete, not properly endorsed, or signed, or which otherwise are contrary to these instructions.

Unexpected closure of delays

If, at the time of the scheduled proposal submission deadline, the building is closed due to uncontrolled events such as fire, snow, ice, wind, building evacuation, or other the deadline will be postponed until 2:00 P.M. on the next normal business day. Qualifications will be accepted until that date and time.

Late submissions

The Town assumes no responsibility for late submissions due to mail, courier, or delivery problems. **LATE QUALIFICATIONS WILL NOT BE CONSIDERED.**

Rejection of Proposal

The Qualifications must satisfy all the requirements of the RFQ, in order to be considered for award. Failure to complete the required forms, answer any questions, or provide the required documentation will be deemed NON-RESPONSIVE and result in rejection of the qualifications unless the Town determines that such failure constitutes a minor informality that can be corrected without prejudice to other Designers. A proposal may be rejected if the Designer:

- Fails to adhere to one or more of the provisions established in the RFQ;
- Fails to submit its proposal by the time or in the format specified herein or to supply the minimum information requested herein;
- Fails to submit its proposal to the required address on or before the specified submission deadline;
- Misrepresents its service or provides demonstrably false information in its proposal
- Fails to provide material information.

OR

- Qualifications that are incomplete, not properly endorsed, or signed.

The Town reserves the right to reject any and all qualifications as determined to be in the best interests of the Town and to waive minor informalities.

General and special provisions

The consideration of all bids and subsequent selection of the successful applicant shall be made without regard to race, color, sex, age, handicap, religion, political affiliation or national origin.

The Designer shall adhere to the provisions of the Fair Employment Practices Law of the Commonwealth (Massachusetts General Laws, Chapter 151B)

The provisions relating to non-discrimination and affirmative action in employment shall flow through all contracts and subcontracts that the successful Designer may receive or award as a result of this contract.

Services provided by the Designer shall be rendered through a professional services contract; the Designer will not be considered an employee of the Town and will not receive any benefits of an employee.

The Designer shall comply with Massachusetts General Laws, Chapter 66A if the Designer becomes a “holder” of “personal data”. The Designer shall also protect the physical security and restrict any access to personal or other Town data in the Designers’ possession, or used by the Designer in the

performance of the Contract, which shall include, but is not limited to the Town's public records, documents, files, software, equipment or systems.

Ownership of Documents: All qualifications, materials, drawings, plans, etc. shall become the property of the Town and may not be disposed of without notification and shall be considered public information.

The Designer selected shall be expected to comply with all applicable federal and state laws in the performance of services.

By execution of a contract with the Town of Needham, the Designer acknowledges that the Town of Needham is a municipality for the purposes of Massachusetts General Laws, Chapter 268A (the Massachusetts conflict of interest statute), and agrees, as circumstances require, to take actions and to forbear from taking actions so as to be in compliance at all times with the obligations of the contractor based on said statute.

Contract terms and conditions

The contract is anticipated to be executed by the date indicated under Procurement Schedule for this Proposal. The Town reserves the right to change, delay, cancel, or expedite the contract execution date. The selected Designer is required to furnish all bonds and certificate of insurances required under the contract, in a form acceptable to the Town prior to the execution date.

The Town's Standard Contract is incorporated herein as Attachment A. Bidders are expected to review the sample contract. Unless otherwise noted by the Town in this RFQ, the terms and conditions contained therein are NOT negotiable.

VIII. Attachments

Attachment A: Agreement between Owner and Designer

Attachment B: Certificate of Non-Collusion

Attachment C: Certifications

Attachment D: Certificate of Authority

Attachment E: Certificate of Compliance with Massachusetts Tax Laws

ATTACHMENT A
AGREEMENT BETWEEN
OWNER AND DESIGNER
Contract ID #17PFC 124D

This Agreement is made and entered into on the ____ day of _____, 20__ by and between the TOWN OF NEEDHAM, (hereinafter **OWNER**), a municipal corporation organized under the laws of the Commonwealth of Massachusetts, acting through its _____ and _____ (hereinafter **DESIGNER**), a corporation organized under the laws of the Commonwealth of Massachusetts, with a usual place of business at _____, for _____ (hereafter **PROJECT**).

WITNESSETH that the **DESIGNER** and the **OWNER**, for the consideration hereinafter named, agree as follows:

ARTICLE 1: CONTRACT DOCUMENTS

The Contract Documents consist of the following, and in the event of conflicts or discrepancies among them, they shall be interpreted on the basis of the following priorities:

- FIRST THIS AGREEMENT
- SECOND **DESIGNER'S PROPOSAL, DATED _____**
- THIRD PROPOSAL SPECIFICATIONS, REQUEST FOR QUALIFICATIONS OR PURCHASE DESCRIPTION
- FOURTH DRAWINGS REQUIRED FOR THE PROJECT, IF APPLICABLE
- FIFTH COPIES OF ALL REQUIRED BONDS, CERTIFICATES OF INSURANCE AND LICENSES REQUIRED UNDER THE CONTRACT,

EACH OF WHICH IS ATTACHED HERETO. These documents form the entire Agreement between the parties and there are no other agreements between the parties. Any amendment or modification to this Agreement must be in writing and signed by an official with the authority to bind the **OWNER**.

ARTICLE 2: SCOPE OF THE WORK

The **DESIGNER** shall furnish all materials, labor, and equipment and perform all work shown on the contract documents, and the **DESIGNER** agrees to do everything required by this Agreement and the contract documents.

ARTICLE 3: TIME OF COMPLETION

3.1 The work to be performed under this Contract shall be commenced immediately upon execution of this Agreement, and shall be entirely completed by _____.

3.2 The **DESIGNER** hereby agrees that if it fails to carry on the work with reasonable speed or stops work altogether without due cause, as determined in each case by the **OWNER**, the **OWNER** may give notice to the **DESIGNER** in writing to proceed with the work or to carry on the work more speedily. Three days after the presentation of such notice, if the work is not proceeding to the satisfaction of the **OWNER**, the **DESIGNER** shall be considered to have defaulted in the performance of this Agreement.

ARTICLE 4: THE CONTRACT SUM

The **OWNER** shall pay the **DESIGNER** for the performance of this Agreement the sum of \$_____ (_____) (words), including all reimbursable expenses.

ARTICLE 5: PAYMENT

5.1 The **OWNER** shall make payment as follows:

a) On a monthly basis, thirty days after receipt of an invoice for work performed or materials supplied the previous month.

5.2 With an invoice the **DESIGNER** shall submit evidence satisfactory to the **OWNER** that the goods or supplies have been delivered, or that the work has been completed and that all payrolls, material bills and other indebtedness connected with the work has been paid.

5.3 The fees established under this Agreement are lump sum fees and include all of the expenses for all of the **DESIGNER'S** Consultants.

5.4 Pursuant to M.G.L., c. 7C, §51, paragraph (j), **DESIGNER** shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by **DESIGNER** in the preparation of the bid documents, as reasonably determined by **OWNER**.

ARTICLE 6: NO RELEASE

The approval of any invoice by the **OWNER**, any payment by the **OWNER** to the **DESIGNER**, any use of the **DESIGNER'S** work or any part thereof by the **OWNER**, or any correction of the **DESIGNER'S** defective work by the **OWNER** shall not constitute the **OWNER'S** acceptance of the **DESIGNER'S** work which is not in accordance with the terms of this Agreement, nor shall it constitute a release of the **DESIGNER'S** obligation to perform the Project in strict compliance with all terms of this Agreement.

ARTICLE 7: USE OF DESIGNER'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

- 7.1 All Drawings, Specifications, and other documents (including sketches, computations, test data, survey results, photographs, renderings, models, and other material peculiar to the Services) prepared by the **DESIGNER** or **DESIGNER'S** Consultants shall become the property of the **OWNER** upon payment of sums due under the contract. The **OWNER** acknowledges the copyright of the **DESIGNER** and the **DESIGNER'S** Consultants.
- 7.2 The **OWNER** may use the Drawings, Specifications and such other documents prepared by the **DESIGNER** or the **DESIGNER'S** Consultants as needed for the construction, maintenance, repair, or modification of the **PROJECT**.
- 7.3 The **OWNER** shall indemnify the **DESIGNER** or the **DESIGNER'S** Consultants and release and hold them harmless from any claims arising out of any use of or changes to the documents made by the **OWNER** or his representatives during any other construction not a part of this contract.

ARTICLE 8: NONPERFORMANCE

In the case of any default on the part of the **DESIGNER** with respect to any of the terms of this Agreement, the **OWNER** shall give written notice thereof, and if said default is not made good within such time as the **OWNER** shall specify in writing, the **OWNER** shall notify the **DESIGNER** in writing that there has been a breach of the Agreement and thereafter the **OWNER** shall have the right to secure the completion of the work remaining to be done on such terms and in such manner as the **OWNER** shall determine, and the **DESIGNER** shall pay for the completion of such work and reimburse the **OWNER** for all expenses incurred by reason of said breach. The **DESIGNER** in case of such breach shall be entitled to receive payment only for work completed satisfactorily prior to said breach, so long as the total paid hereunder does not exceed the Contract sum, and the amount of any balance due the **DESIGNER** shall be determined by the **OWNER** and certified to the **DESIGNER**.

ARTICLE 9: TERMINATION

- 9.1 This Agreement may be terminated by either party upon not less than seven days written notice should the other party substantially fail to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- 9.2 The **DESIGNER** shall have the right to terminate this Agreement if the **OWNER** fails to make payment within thirty (30) days after it is due.

ARTICLE 10: NOTICE

All notices required to be given under this Agreement shall be given in writing and shall be effective upon receipt by hand delivery or certified mail to:

The Town of Needham: Steve Popper
Director of Design and Construction
Public Facilities Department - Construction
500 Dedham Ave
Needham, Massachusetts 02492

AND TO

Kate Fitzpatrick
Town Manager
1471 Highland Avenue
Needham, Massachusetts 02492

Notices to the Town of Needham must be sent to BOTH in order for it to be effective.

The **DESIGNER**: Name _____
Title _____
Company _____
Address _____

ARTICLE 11: INSURANCE

- 11.1 The **DESIGNER** shall at its own expense, obtain and maintain a Professional Liability Policy for errors, omissions, or negligent acts arising out of the performance of this agreement with limits of at least \$1,000,000 per claim and \$2,000,000 aggregate.
- 11.2 The **DESIGNER** shall, at its own expense, obtain and maintain general liability and motor vehicle liability insurance policies protecting the **OWNER** in connection with any operations included in this Contract. General liability coverage shall be in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury liability and \$1,000,000 per occurrence and \$2,000,000 aggregate for property damage liability. Motor vehicle coverage shall include coverage for owned, hired and non-owned vehicles and shall be in the amount of at least \$1,000,000 per person and \$2,000,000 per occurrence for bodily injury liability and \$1,000,000 per occurrence for property damage liability.
- 11.3 The **DESIGNER** shall carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes, or other similar data relating to the work covered by this contract in event of loss or destruction until the final fee payment is made or all data is turned over to the **OWNER**.
- 11.4 The **DESIGNER** shall, before commencing performance of this contract, provide by insurance for the payment of compensation and the furnishing of other benefits in accordance with Massachusetts General Laws, Chapter 152, as amended, to all employed under the contract and shall continue such insurance in full force and effect during the term of the contract.

- 11.5 All insurance coverage shall be in force from the time of the Agreement to the date when all work designed under the contract is completed and accepted by the **OWNER**. Since this insurance is normally written on a year-to-year basis, the **DESIGNER** shall notify the **OWNER** should coverage become unavailable or if its policy should change.
- 11.6 Certificates and any and all renewals substantiating that required insurance coverage be in effect shall be delivered at the time of the execution of the Agreement and filed with the contract. Any cancellation of insurance whether by the insurers or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the **OWNER** at least fifteen days prior to the intended effective date thereof, which date should be expressed in said notice.

ARTICLE 12: INDEMNIFICATION

The **DESIGNER** shall indemnify, defend, and save harmless the **OWNER**, and all of its or their members officers, agents, and employees against all suits, claims of liability of every name and nature, for or on account of any injuries to persons or damage to property arising out of the negligence of the **DESIGNER** in the performance of the work covered by this Agreement and/or failure to comply with terms and conditions of this Agreement, whether by itself or its employees or subcontractors, but only in respect of such injuries or damages sustained during the performance and prior to the completion and acceptance of the work covered by this Agreement. The foregoing provisions shall not be deemed released, waived or modified in any respect by reason of any surety or insurance provided by the **DESIGNER** under the Agreement.

ARTICLE 13: ASBESTOS REMOVAL

Without in any way limiting the **DESIGNER's** liability for any other negligent performance or failure to perform professional services, the **DESIGNER** shall incur no liability for claims arising out of the performance of or failure to perform professional services related to asbestos, except that the **DESIGNER** shall promptly notify the **OWNER** of any asbestos the **DESIGNER** observes that may affect the PROJECT. The **DESIGNER** shall include in the contract documents specific provisions requiring the contractor to include the time required for the asbestos abatement work in the PROJECT schedule, to organize its own work in such a way that it will not conflict with concurrent asbestos abatement work, and to coordinate all of the work at the site (including the asbestos abatement work), so as to minimize disruption and delay. The **DESIGNER** shall enforce the foregoing requirements, utilizing such authority as it may have under the contract documents. The **DESIGNER** shall confer with the asbestos abatement consultant to ascertain that similar and consistent requirements are being included in contract documents prepared by the consultant. The **DESIGNER** shall also be responsible for providing to any asbestos abatement engineer and any asbestos abatement contractor, contract documents and plans which precisely indicate the scope of the renovations and additions to the building. The **OWNER** hereby agrees to bring no claim for negligence, breach of contract, indemnity or otherwise against the **DESIGNER**, his principals, employees, agents and consultants if such claim in any way would involve the **DESIGNER's** services for remedial work related to asbestos in the PROJECT unless otherwise agreed to in writing.

ARTICLE 14. SUBCONTRACTING OF WORK

The **DESIGNER** shall not subcontract any of the work, which it is required to perform under this Contract to any corporation, entity or person without the prior approval of the **OWNER**.

ARTICLE 15: PREVAILING WAGE RATES

If the work under this Agreement involves the construction of public works the **DESIGNER** agrees to pay the prevailing wage and comply with G. L. c. 149, S 26 - 27D and a Statement of Compliance is included in the Contract Documents.

ARTICLE 16: MBE/WBE PARTICIPATION

If funding for this Project is provided by the Commonwealth of Massachusetts, in whole or in part (such as reimbursements, grants and the like), then the **OWNER** shall incorporate into this Contract the current applicable minority-owned business enterprise (MBE) and women-owned business enterprise (WBE) participation goals, as determined by DCAM. Reductions or waivers of these goals may be permitted by the **OWNER** where the size, nature or location of the project makes achieving such levels of MBE or WBE participation unfeasible.

ARTICLE 17: GOVERNING LAW

The **DESIGNER** shall perform the work required under this contract in conformity with requirements and standards of the **OWNER** and all applicable laws of the Commonwealth of Massachusetts, its political subdivisions, and the Federal Government.

ARTICLE 18: DISPUTE RESOLUTION

- 18.1 **Mediation Mandatory.** In the case of a dispute where the dollar amount in dispute is \$50,000 or more, the **OWNER** and the **DESIGNER** shall engage in good faith in a non-binding mediation process using the services of a neutral mediator, which process shall be concluded within sixty days from the date that the either party submits to the other a written request therefore. The parties shall make good faith efforts to agree on the selection of a Neutral mediator experienced in mediating building design and construction disputes. The cost of the services of any mediator selected jointly by the parties to this Contract shall be borne equally by the **DESIGNER** and the **OWNER**.
- 18.2 **Arbitration Optional.** If mediation fails to resolve a claim, dispute or other matter in question between the parties, then the parties may mutually agree to submit their claim, dispute or other matter in question to binding or non-binding arbitration.

ARTICLE 19: CONSENT TO VENUE

The **DESIGNER** agrees that it shall commence and litigate all actions or proceedings arising in connection with this Agreement exclusively in the Dedham District Court or in the Norfolk Superior Court, both of which are located in the County of Norfolk, Commonwealth of Massachusetts. The

aforementioned choice of venue is intended to be mandatory and not permissive in nature, thereby precluding the possibility of the **DESIGNER** commencing or prosecuting any litigation against the **OWNER**, with respect to or arising out of this Agreement, in any court or forum other than those specified in this paragraph. It is further agreed that the parties to this Agreement hereby waive their rights to a jury trial. Prior to entering into any agreement with a subcontractor, the **DESIGNER** shall require the subcontractor to agree to be subject to the terms of this Article.

ARTICLE 20: LIFE-CYCLE COST ESTIMATES (Not Applicable)

ARTICLE 21: RECORDS, DISCLOSURE STATEMENTS, ACCOUNTING CONTROLS, AUDITS

The **DESIGNER** shall maintain complete, accurate, and detailed records of all time devoted to the **PROJECT** by the **DESIGNER** and each consultant or subcontractor employed by the **DESIGNER**. The **OWNER** may at all reasonable times audit such records. On contracts where the total design fees exceed \$10,000 or which are for the design of a building for which the budgeted or estimated construction cost exceeds \$100,000, the **DESIGNER** shall comply with M.G.L., c. 30, § 39R, which requires the **DESIGNER** to:

- 21.1 Make, and keep for at least six (6) years after final payment, books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the **DESIGNER**. [M.G.L. c. 30, § 39R(b)(1)-(2)].
- 21.2 Until the expiration of six (6) years after final payment, the **OWNER** and any other public official authorized by law, shall have the right to examine any books, documents, papers or records of the **DESIGNER** or of its consultants and subcontractors that directly pertain to, and involve transactions relating to, the **DESIGNER** or its consultants and subcontractors. [M.G.L. c. 30, § 39R(b)(1)-(2); Executive Order 195]
- 21.3 If the **DESIGNER** shall make any change in its method of maintaining records that would materially affect any statements filed by the **DESIGNER** with the **OWNER**, the **DESIGNER** shall forthwith deliver to the **OWNER** a written description of such change, the effective date thereof, and the reasons therefore. The **DESIGNER** shall submit with such description a letter from the **DESIGNER'S** independent certified public accountant approving or otherwise commenting on the change. [M.G.L. c. 30, § 39R(b)(3)] The **DESIGNER** hereby represents that there have been no such changes to date that have not been so reported to the **OWNER**.
- 21.4 The **DESIGNER** shall file with the **OWNER** a statement of management as to whether the system of internal accounting controls of the **DESIGNER** and its subsidiaries reasonably assures that: (1) transactions are executed in accordance with management's general and specific authorization; (2) transactions are recorded as necessary i) to permit preparation of financial statements in conformity with generally accepted accounting principles, and ii) to maintain accountability for assets; (3) access to assets is permitted only in accordance with management's general or specific authorization; and (4) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any

difference. The **DESIGNER** shall also file with the **OWNER** a statement prepared and signed by an independent certified public accountant, stating that the accountant has examined the statement of management on internal accounting controls, and expressing an opinion as to (1) whether the representations of management in response to this section are consistent with the result of management's evaluation of the system of internal accounting controls; and (2) whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the applicant's financial statements. [M.G.L. c. 30, §39R(c)]. The **DESIGNER** warrants and represents that **DESIGNER** has filed a statement of management on internal accounting controls as set forth in this section prior to the execution hereof. [M.G.L. c. 7C, § 51(d)]

- 21.5 The **DESIGNER** shall annually file with the Commissioner of DCAM during the term of this Contract a financial statement prepared by an independent certified public accountant on the basis of an audit by such accountant. The final statement filed shall include the date of final payment. All statements shall be accompanied by an accountant's report. Such statements shall be made available to the **OWNER** upon request. [M.G.L. c. 30, §39R(d)] The **DESIGNER** represents that it has filed prior to the execution hereof and will continue to file annually, an audited financial statement for the most recent completed fiscal year as set forth in this section. [M.G.L. c. 7C, § 51(d)]
- 21.6 Records and statements required to be made, kept or filed under the provisions of this Article shall not be public records as defined in M.G.L. c. 4, § 7 and shall not be open to public inspection; provided, however, that such records and statements shall be made available pursuant to the provisions of section 21.2 above.

ARTICLE 22: DESIGNER'S CONTRACT SUPPLEMENTARY DATA

No changes are to be made to this Article at any time during the life of this contract without prior written notification to the **OWNER** and when required, receipt of written approval by the **OWNER**.

- 22.1 **DESIGNER'S Beneficial Owners.** By signing this Contract, the **DESIGNER** certifies under the penalties of perjury that the following named entities and individuals are the legal and beneficial owners of the **DESIGNER** as of the date of the execution hereof [M.G.L. c. 7C, §48](attach additional sheets if necessary):

CORPORATION: (Names of Officers and Shareholders of Corporation, including their titles,

PARTNERSHIP: (Names of all Partners):

INDIVIDUAL (Name of Owner):

- 22.2 **Professional Registrations.** By signing this Contract, the individual executing this Contract on behalf of the **DESIGNER** certifies under the penalties of perjury that the following named individuals are registered by the Commonwealth as architects, landscape architects, or engineers pursuant to the provisions of General Laws Chapter 112, §§ 60A - 60O and further that i) if the **DESIGNER** is an individual the **DESIGNER** is the individual named below, ii) if the **DESIGNER** is a partnership, the majority of all the partners are persons who are registered architects, landscape architects, or engineers, iii) if the **DESIGNER** is a corporation, sole proprietorship or joint stock company or other entity, the majority of the directors or a majority of the stock ownership and the chief executive officer, are persons who are registered architects, landscape architects, or engineers and the person to have the Project in his or her charge is registered in the discipline required for the Project, or iv) if the **DESIGNER** is a joint venture, each joint venturer satisfies the requirements of the preceding clauses i – iii as the case may be. [M.G.L. c. 7C, § 48]

<u>Name</u>	<u>Title</u>	<u>Mass. Registration</u>
<hr/>		
<hr/>		

NOTE: Programmers and construction managers are not required to be registered

DESIGNER warrants that the Massachusetts registered principal of the **DESIGNER** responsible for the project is:

Name

ARTICLE 23. CERTIFICATIONS REQUIRED BY LAW

- 23.1 **Resume on File with Designer Selection Board.** By signing this Contract, the **DESIGNER** certifies under the penalties of perjury that in accordance with the provisions of M.G.L. c. 29, § 29A (4) a resume of the **DESIGNER** has been filed with the Designer Selection Board.
- 23.2 **No Inducements.** By signing this Contract, the **DESIGNER** certifies under the penalties of perjury that the **DESIGNER** has not given, offered or agreed to give any person, corporation, or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of the Contract for design services; no consultant to or subcontractor for the **DESIGNER** has given, offered or agreed to give any gift, contribution or offer of employment to the **DESIGNER**, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the **DESIGNER**; and no person, corporation or other entity, other than a bona fide full-time employee of the **DESIGNER** has been retained or hired by the **DESIGNER** to solicit for or in any way assist the **DESIGNER** in obtaining the Contract for design services upon an Contract or understanding that

such person, corporation or other entity be paid a fee or other consideration contingent upon the award of the Contract to the **DESIGNER**. [M.G.L. c. 7C, §. 51]

- 23.3 **Existing Government Contracts.** By signing this Contract, the **DESIGNER** certifies under the penalties of perjury that the following is a listing of all other existing contracts or income derived by **DESIGNER** from the Commonwealth or any political subdivision thereof or public authority therein, from the Federal Government or any agency thereof, and from the **OWNER** or any governmental source for services rendered. [M.G.L. c. 7C, § 48]:

Contract Description & Awarding Authority	Present Status % Design/Construction	Fee Received	Total Fee Anticipated

- 23.4 **Annual Reports; Corporate Filings.** By signing this Contract, the **DESIGNER** certifies under the penalties of perjury that, if the **DESIGNER** is a corporation, the Corporation has filed with the State of Secretary all certificates and annual reports required by M.G.L c. 156B, §109 (Business Corporation), by M.G.L c. 181, §4 (Foreign Corporation), or by M.G.L. c. 180, §26A (Non-Profit Corporation).

- 23.5 **Debarment; Suspension.** By signing this Contract, the **DESIGNER** certifies under the penalties of perjury that the **DESIGNER** is not currently debarred or suspended by the Commonwealth of Massachusetts, or any if its entities or subdivisions under any Commonwealth law or regulation, including but not limited to M.G.L. c. 29, § 29F and M.G.L. c. 152, § 25C and that it is not currently debarred or suspended by the Federal Government under any federal law or regulation.

ARTICLE 24. BINDING AGREEMENT AND ASSIGNMENT OF INTEREST

This Agreement shall be binding upon the **OWNER** and the **DESIGNER** and the partners, successors, heirs, executors, administrators, assigns and legal representatives of the **OWNER** and the **DESIGNER**. Neither the **OWNER** nor the **DESIGNER** shall assign, sublet or transfer any interest in this Agreement without the written consent of each other, and such consent shall not be unreasonably withheld.

ARTICLE 25. INDEPENDENT CONTRACTOR

All of the services to be performed under the terms of this Agreement will be rendered by the **DESIGNER** as an independent contractor. None of the terms of this Agreement shall create a principal-agent, master-servant or employer-employee relationship between the **OWNER** and the **DESIGNER**.

ARTICLE 26. CONFLICT OF INTEREST

By execution of this Agreement with the **OWNER**, the **DESIGNER** acknowledges that the **OWNER** is a municipality for the purposes of Massachusetts General Law Chapter 268A (the Massachusetts conflict of interest statute), and agrees, as circumstances require, to take actions and to forbear from taking actions so as to be in compliance at all times with the obligations of the **DESIGNER** based on said statute.

ARTICLE 27. CONFIDENTIALITY

The **DESIGNER** shall comply with Massachusetts General Law Chapter 66A if the **DESIGNER** becomes a "holder" of "personal data". The **DESIGNER** shall also protect the physical security and restrict any access to personal or other Town data in the **DESIGNER'S** possession, or used by the **DESIGNER** in the performance of this Contract, which shall include, but is not limited to the Town's public records, documents, files, software, equipment or systems.

ARTICLE 28. COMPLIANCE WITH TAX LAWS

Pursuant to M.G.L., c. 62C, §49A, the undersigned, acting on behalf of the **DESIGNER**, certifies under the pains and penalties of perjury, to the best of the undersigned's knowledge and belief, that the **DESIGNER** is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Social Security Number or
Federal Identification
Number _____

Signature of Individual or Corporate Name

By: _____
Corporate Officer
(if applicable)

IN WITNESS WHEREOF the parties hereto have executed FOUR copies of this Agreement the day and year first above written.

DESIGNER: _____

By*: _____

Title: _____

** My signature above certifies that I am duly authorized, or that I have attached a signed Certificate of Vote from my Board of Directors giving me authority, to sign this Contract.*

(Town signatures follow on next page)

RFQ – Designer – Hillside School Outside Play Areas
Town of Needham - Permanent Public Building Committee
Contract ID# 17PFC 124D
November 16, 2016

TOWN OF NEEDHAM, by its Town Manager:

Kate Fitzpatrick Date

This is to certify that the funds have been
appropriated by the Town of Needham for
the purposes set forth in the Contract herein.

A/C#:

Town Accountant Date:

Approved As To Form:

David S. Tobin, Town Counsel Date:
Town of Needham

ATTACHMENT B
CERTIFICATE OF NON-COLLUSION

1. The undersigned hereby certifies that s/he will comply with all laws and regulations applicable to awards made subject to Massachusetts General Laws Chapter 7C.

1. The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature of individual submitting Proposal

Name of Business (please type or print)

This form is required with RFQ proposal submission.

ATTACHMENT C
CERTIFICATIONS

In accordance with M.G.L. c. 7C § 51, the undersigned states that the wage rates and other costs used to support the designer's compensation are accurate, complete, and current at the time of contracting; and agrees that the original contract price and any additions to the contract may be adjusted within one year of completion of the contract to exclude any significant amount if the fee was increased by such amounts due to inaccurate, incomplete or noncurrent wage rates or other costs.

In accordance with M.G.L. c. 7C § 51, the undersigned certifies under penalties of perjury that the designer or construction manager has not given, offered, or agreed to give any person, corporation, or other entity any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of the contract for design services.

The undersigned certifies under penalties of perjury that no consultant to, or subcontractor for, the designer or construction manager has given, offered, or agreed to give any gift, contribution, or offer of employment to the designer or construction manager, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the designer or construction manager.

The undersigned certifies under penalties of perjury that no person, corporation, or other entity, other than a bona fide full-time employee of the designer or construction manager, has been retained or hired by the designer or construction manager to solicit for or in any way assist the designer or construction manager in obtaining the contract for design services upon an agreement or understanding that such person, corporation, or other entity be paid a fee or other consideration contingent upon the award of the contract to the designer; and

Signature of individual submitting Proposal

Name of Business (please type or print)

This form is required with RFQ proposal submission.

ATTACHMENT D
CERTIFICATE OF AUTHORITY

1. I hereby certify that I am the Clerk/Secretary of _____
(Insert full name of Corporation)
2. corporation, and that _____
(Insert the name of officer who signed the **contract and bonds**)
3. is the duly elected _____
(Insert the title of the officer in line 2)
4. of said corporation, and that on _____
(The date must be **ON OR BEFORE** the date the officer signed the **contract and bonds.**)
- at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that
5. _____ the _____
(Insert **name** from line 2) (Insert **title** from line 3)
- of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.
6. ATTEST: _____ AFFIX CORPORATE
(Signature of **Clerk or Secretary**)* SEAL HERE
7. Name: _____
(Please print or type name in line 6)*
8. Date: _____
(Insert a date that is **ON OR AFTER** the date the officer signed the **contract and bonds.**)

* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

This form is required with RFQ Proposal submission if the Proposal is signed by a person other than the owner or president of the company.

ATTACHMENT E
CERTIFICATE OF COMPLIANCE WITH MASSACHUSETTS TAX LAWS

Pursuant to Massachusetts General Laws Chapter 62C, Section 49A, the undersigned acting on behalf of the Bidder, certify under the penalties of perjury that to my best knowledge and belief, the Bidder* is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and Bidders, and withholding and remitting child support.*

Individual

Signature

Date

Name (please type or print)

Social Security Number

Corporate

Corporate Name (please type or print)

Signature of Corporate Officer Date

Name of Corporate Officer (please type or print)

Title (please type or print)

Taxpayer Identification Number

*As used in this certification, the word "Bidder" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals

This form is required with RFQ Proposal submission.